

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE EXECUTIVE SECRETARY WASHINGTON, D.C.**

**LITTLEJOHN ELECTRICAL
SOLUTIONS, L.L.C.,
Employer**

and

Case No. 16-CA-214170

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL UNION NO. 20,
Charging Party**

**EMPLOYER'S EXCEPTIONS TO THE ADMINISTRATIVE LAW JUDGE'S
FINDINGS, DECISIONS, AND RECOMMENDATIONS**

Pursuant to Section 102.46 of the Rules and Regulations of the National Labor Relations Board, Employer Respondent, Littlejohn Electrical Solutions, L.L.C. ("LES" or "Respondent") submits the following exceptions to the Decision (or "ALJD") issued on March 4, 2019 by Administrative Law Judge Robert A. Ringler ("ALJ").

1. To the "Jurisdictional" determinations, beginning at the bottom of ALJD p.1 and continuing through p. 2, lines 1-4, as it is premature per the dispute resolution process outlined in the current Collective Bargaining Agreement ("CBA") between the International Brotherhood of Electrical Workers, Local Union no. 20 ("IBEW" or "Union") and the North Texas Chapter of the **[National Electrical Contractors' Association]** ("NECA"). Furthermore, Counsel for General Counsel failed to meet its burden to establish that this matter meets the current standard in determining "substantial" effects on interstate commerce.
2. To finding the CBA relevant to determinations made about LES' business practices, ALJD p. 2, lines 10-14, as the CBA is contrary to current applicable law, which has never been the case with LES' business practices.
3. To finding that Kim Allen testified, and Karsten Frentrup corroborated, that apprentice electricians at the **[JATC]** are **["repeatedly exposed"]** to the CBA, ALJD p.3, lines 11-12, as such finding is contrary to the record and the curriculum outlined on **[p. #]** of **[GC Exh 5]**.

4. To the finding that Kyle Littlejohn knew repayment of the JATC “Scholarship Loan Agreement” (“SLA”) would be a consequence of starting his company, LES, ALJD p. 3, lines 35-36, as this consequence was not enforced the first time he was expelled from the JATC, see ALJD p. 3, lines 21-22 and GC Exh 4(a) and 4(b), which, as noted by the ALJ in **[footnote #]** are **[“relatively identical”]**.
5. To the finding that LES is a “sham,” ALJD p. 3, line 36, as such finding is inapposite and does not control the decision here.
6. To the finding that LES is a “ruse,” ALJD p. 4, line 1, as such finding is inapposite and does not control the decision here.
7. To the finding that Mr. Allen told Mr. Littlejohn, “that the JATC intended to expel him and require him to repay \$12,500 under the 2012 SLA,” ALJD p. 4, lines 2-5, as such finding is contrary to the record.
8. To the finding that Mr. Littlejohn, “responded with a creative solution; he asked to avoid his JATC expulsion and \$12,500 debt by becoming a signatory contractor,” ALJD p. 4, lines 5-6, as such finding is contrary to the record.
9. To the summary of Mr. Frentrup’s testimony, ALJD p. 4, lines 10-16, as this entire summation is contrary to the record.
10. To the ALJ’s use of the word “sham” in the summary of Mr. Frentrup’s testimony, ALJD p. 4, line 11, as this is inapposite, contrary to the record, and indicative of a pattern biasing the ALJ against LES and, even Mr. Littlejohn, personally.
11. To the ALJ again referencing “Littlejohn’s creative solution,” in reference to becoming a “signatory contractor,” ALJD p. 4, line 15, as this is contrary to the record and further indicative of the ALJ’s bias against Mr. Littlejohn.
12. To the summary of Adrian Cepeda’s testimony, ALJD p. 4, lines 30-35, and Mr. Frentrup’s corroboration of this testimony, ALJD p. 4, lines 35-36, as both are contrary to the record.
13. To the summary of Mr. Littlejohn’s testimony, ALJD p. 4, lines 38-40, as it is contrary to the record.
14. To use of the word “remarkably” in reference to Mr. Littlejohn’s testimony that he was unaware of the CBA, ALJD p. 4, line 41, as this is inapposite, and no portion of the record contradicts his claim.
15. To the reasons listed for not giving Mr. Littlejohn’s testimony credit, ALJD p. 4, lines 44-45, to p. 5, lines 1-13, and **[footnote #7]** as no portion of the record supports this reasoning.

16. To the basis for finding LES violated the CBA, ALJD p. 5, lines 15-22, and **[footnote #8]**, as such basis is contrary to, and selectively references portions of, the record.
17. To consideration of Mr. Cepeda's testimony, ALJD p. 5, lines 26-30, as this summation selectively quotes from the record, and is contrary to both the record, applicable law, and the IBEW's own policies in its CBA agreement with NECA, specifically with regard to jobsite visits.
18. To the finding, "...that LES was not making benefit payments in violation of the CBA," including the method by which Mr. Frentrup "determined" this. ALJD p. 5, lines 31-32, as this finding is contrary to the record and misrepresents LES' fulfillment of its obligation to employees.
19. To the summary of the meeting described in ALJD p. 6, lines 1-5, as it misrepresents this meeting, in its entirety, including the admittance that it represented yet another instance of the IBEW bypassing the procedures outlined in its CBA with NECA.
20. To the description of the "Information Request" ("RFI") referenced in **[GC Exh. 13]**, ALJD p. 6, lines 7-23, as it misquotes the email, itself, selectively uses portions in a way that misrepresents the entire tone of this email, and completely omits consideration of the Union's own disregard for applicable laws.
21. To consideration of Mr. Fretrup's testimony, ALJD p. 7, lines 4-7, as the very testimony, which states that, "...his opt-out letter...[needed to be] at the close of the contract duration, which would have been a long time later...", itself, is contrary to applicable laws, the CBA, and the Letter of Assent ("LOA") referenced therein.
22. To stating that LES failed to recognize the Union and repudiated the CBA, ALJD p. 7, lines 11-38, as it is contrary to applicable law.
23. To the statement that the *alleged* repudiation began on February 27, 2017, ALJD p. 7, line 13, as this is inapposite and contrary to the record.
24. To the finding that LES "knowingly" entered the LOA and was bound to the LOA and CBA, ALJD p. 7, lines 42-43, to p. 8, lines 1-5, as such determination is contrary to the record and all aforementioned Exceptions.
25. To the finding that LES had an obligation, and failed, to reply to the RFI, ALJD p. 8, lines 9-11, as such determination is contrary to the record.
26. To the relevance of ALJD p. 8, lines 15-21, as this is inapposite and contrary to the record.

27. To the finding that LES' reply to the RFI was insufficient, ALJD p. 8, lines 21-27, as this section is inapposite and does not control the decision here.
28. To the analysis, ALJD p. 8, lines 29-35, to p. 9, lines 1-5, for all items listed, and their respective reasons in Exception no. 1-27.
29. To the finding that "LES is an employer engaged in commerce under **[Section]2(2), (6), and (7)** of the Act," ALJD p. 9, line 9, as such finding is contrary to the record and current applicable law.
30. To the "Conclusions of Law," ALJD p. 9, lines 13-21, as such findings are contrary to the record and current applicable law.
31. To the reference to this ALJ's "Conclusions of Law" in a case involving ADT, p. 9, lines 23-35, as this entire section is inapposite and has no relevance here.
32. To the ALJ's "Remedy," ALJD p. 9, lines 41-44; p. 10, lines 1-36, **[footnotes 12-14]**; and p. 11, lines 1-2, as, in light of exception numbers 1-30.
33. To the finding that LES has a bargaining relationship with IBEW, ALJD p. 10, line 1, as this is contrary to the record and current applicable law.
34. To the finding that LES "must recognize the Union as the limited exclusive collective-bargaining representative of their Unit employees," ALJD p. 10, lines 1-3, as it is contrary to current applicable law.
35. To the ALJ finding that, "[LES] shall commence assigning Unit work to qualified applicants from the Union's hiring hall..." ALJD p. 10, lines 3-4, as this finding is inapposite and contrary to the record.
36. To the ALJ's inclusion of back pay calculations, ALJD p. 10, lines 4-30, as it is inapposite and contrary to the ALJ's "Conclusions of Law," the record, and current applicable law.
37. To the ALJ stating, "Having found that LES violated [section] 8(a)(5)..." ALJD p. 10, line 20, as it is unsupported by any of the ALJ's own "Conclusions of Law," ALJD p. 9, lines 7-38.
38. To the finding that LES failed to provide information to the Union and must now do so, ALJD p. 10, line 36 and p. 11, line 1, as it is inapposite, as well as contrary to the record and current applicable law.
39. To the finding that LES must post the notice referenced in ALJD p. 11, lines 1-2, as it is inapposite.

40. To the ALJ's "Order," ALJD p. 11, lines 4-41, p. 12, lines 1-45, and p. 13, lines 1-18, as, at a minimum, it is unsupported for all of the reasons outlined in **["Exception" numbers 1-39]**, as it is inapposite and it is contrary to both, the record and current applicable law.

Humbly and respectfully submitted,

X *Clinton Kyle Littlejohn*
Clinton Kyle Littlejohn

CERTIFICATE OF SERVICE

This is to certify that on this _1_ day of May, 2019, a true and correct copy of the
above and foregoing was served as follows:

VIA Email to:

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x Clinton Kyle Littlejohn
Clinton Kyle Littlejohn

CERTIFICATE OF SERVICE

This is to certify that on this _1_ day of May, 2019, a true and correct copy of the
above and foregoing was served as follows:

VIA Email to:

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Karla Mata, Counsel for General Counsel
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